

CONDITIONS and RESTRICTIONS covering all lots in Harvey's Redwood Estates ^{Subdivision} located at Roy City, Weber County, State of Utah, and recorded as Entry No. 358214 in Book 12 of Maps Page 77 of Official Records, as follows:

1. All lots shall be used strictly for residential purposes. However until such time as houses are built, lots may be used for gardens and fruit orchards. The garage on Lot 11 will remain at the discretion of the owner and Lot 12 can be used for construction of a duplex at the discretion of the owner. No other building than on Lot 11 shall be erected, placed, ~~except with the consent~~ on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than two cars.
2. No building shall be erected, placed or altered on any building plot in the above described property until the building plans, specifications, and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the said property, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Harvey F. Hill and Marian M. Hill, or by a representative designated by the members of the said committee. In the event of death or resignation of any member of said committee the remaining member of the said committee, shall have full authority to approve or disapprove such designs and locations within thirty days after said plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been fully complied with. Neither the members of such committee, and nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such committee, and of its designated representative, shall cease on or after January 1, 1996. Thereafter the approval described in this covenant shall not be required unless prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in said subdivision and duly recorded appointing a representative, or representatives, who shall hereafter exercise the same powers previously exercised by said committee.
3. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches, carports and garages, is not less than 200 square feet.

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4. No building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 6 feet with a total width of the 2 side yards of 18 feet, except that no side yard shall be required for a garage, carport, or other permitted accessory building located 70 feet or more from the front lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

5. No dwelling shall be erected or placed on any lot having a side of less than 70 feet at the minimum setback line, nor shall a dwelling be erected or placed on any lot having an area of less than 8,000 square feet.

6. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat hereunto attached over the rear five feet of each lot.

7. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may or become an annoyance or nuisance to the neighborhood. The maximum height of any fence shall be six feet and shall not extend beyond the front setback of the dwelling, provided, however, that the building easement shall have power to grant variances for retaining walls to extend beyond the front setback line.

8. No structure of a temporary character, trailer, barnyard, tent, shack, garage, banner or other structure shall be located on any lot at any time at a distance other than as specifically stated.

9. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five years from the date these covenants were recorded. If at any time said covenants shall be judicially annulled during the consecutive period of 10 years unless and insofar as the majority of the owners of the lots have been notified, the age shall change said covenants to 20 or 15 years.

10. Enforcement shall be a proper cause of action or remedy against any person or persons violating or attempting to violate any covenant or restriction hereunder or hereinafter recorded.

11. Invalidity of any one of these covenants shall not affect the validity of all in hereinafter set forth and shall be severable and enforceable.

Harvey M. Hill
Marion M. Hill
Page Lewis
Lawrence Lewis

B. R. Baird
Walter Fair
Ted W. Visser
Rovene H. Visser

State of Utah)
) SS
County of Weber)

On the 17th day of October in the year of our Lord one thousand nine hundred and sixty one, personally appeared before me, Harvey F. Hill and Marian M. Hill, husband and wife; Page Lewis and Laurena Lewis, husband and wife, B. R. Baird and Marlene Paired, husband and wife and Ted H. Visser and Rowene H. Visser, husband and wife, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Vera M. Muller
Notary Public
Residing in Ogden, Utah

My commission expires August 30, 1964.

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STATE OF UTAH)
COUNTY OF WEBER) SS
FILED AND RECORDED FOR
Harvey Hill
OCT 24 11 19 AM '61
IN BOOK 692 OF RECORD
PAGE 536-538
RUTH EAMES OLSEN
COUNTY RECORDER

Ruth Eames Olsen

4781 St 2025 West
Hwy.